

OFFICIAL DOCUMENTS

LOAN NUMBER 8999-AR

Loan Agreement

(Improving Inclusion in Secondary and Higher Education)

between

ARGENTINE REPUBLIC

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between ARGENTINE REPUBLIC (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of three hundred forty-one million United States Dollars (\$341,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing:
 - (a) the program, as described in Part 1 of Schedule 1 to this Agreement (“Program”); and
 - (b) the project, as described in Part 2 of Schedule 1 to this Agreement (“Project”),(the Program and the Project hereinafter jointly referred to as the “Operation”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into the account specified by the Borrower and acceptable to the Bank. The Borrower’s Representatives for purposes of taking any action required or permitted to be taken pursuant to this Section are its Minister of Treasury, its Undersecretary of International Financial Relations, or its National Director of Financing with International Credit Institutions.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are April 15 and October 15 in each year.

- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — OPERATION

- 3.01. The Borrower declares its commitment to the objectives of the Operation. To this end, the Borrower shall carry out the Operation through MH and MECCyT, with the assistance of Participating Provinces (as provided under the relevant Participation Agreements), all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely, that the APRENDER Legal Framework, the ASISTIRÉ Legal Framework, and/or the PROGRESAR Legal Framework shall have been amended, suspended, abrogated, repealed or waived so as to affect, materially and adversely, in the opinion of the Bank, the ability of the Borrower to carry out the Operation.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that any of the events specified in paragraph 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date one hundred and twenty (120) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. Except as provided in Section 2.02 of this Agreement and in the ESCP, the Borrower's Representative is its Minister of Treasury.
- 6.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's Address is:

Ministry of Treasury, Piso 5
Hipólito Yrigoyen 250
C1086 AAB, Buenos Aires
Argentina; and

(b) the Borrower's Electronic Address is:

E-mail:
secpriv@mecon.gob.ar

6.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank's address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

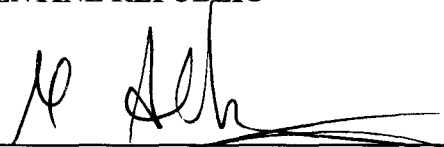
(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail
248423(MCI) or 64145(MCI)	1-202-477-6391	jschwartz3@worldbank.org

AGREED as of the Signature Date.

ARGENTINE REPUBLIC

By



Authorized Representative


Name: Jorge Roberto Hernán Lacunza

Title: Minister of Treasury

Date: november 14 2019

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: Jordan Schwartz

Title: Country Director

Date: October 31, 2019

SCHEDULE 1

Operation Description

The objectives of the Operation are to: (a) reduce dropout rates in Basic and Higher Education among the most vulnerable; and (b) strengthen the Borrower's education evaluation systems.

The Operation consists of the Program (Part 1) and the Project (Part 2), as follows:

Part 1: Support to PROGRESAR, APRENDER, ENSEÑAR (the Program)

The Program consists of the following selected results areas and activities:

- A. Improve the targeting, management, monitoring and efficiency of PROGRESAR, through the financing of PROGRESAR scholarships, and the carrying out of a program of activities to:
 - 1. ensure that higher education institutions submit on time the academic certifications for scholarship applicants, so that their eligibility can be assessed during the inscription period and the conditionality on enrollment can be enforced;
 - 2. improve the progression of students in their careers;
 - 3. improve the effectiveness of the strategic career incentives in place in Higher Education;
 - 4. design and implement an action plan to overcome non-financial barriers for education progression and completion, including the dissemination of tools through a website; and
 - 5. develop an action plan for a phased implementation of an academic certification system for Basic Education scholars.

- B. Support the Borrower's national evaluation systems for students, teachers and teacher training institutes, through the financing of annual census-based APRENDER student evaluations for the period 2020-2023, teacher evaluations for teacher training scholarships, and teacher training institute evaluations under ENSEÑAR, and the carrying out of a program of activities to:
 - 1. increase the coverage of APRENDER, focusing on the Participating Provinces that report lowest coverage;
 - 2. support the use of the APRENDER summary reports by school principals to enhance pedagogical practices; and
 - 3. implement an evaluation system for teacher training institutes.

Part 2: Strengthening the Borrower's Institutional Capacity for the Design, Implementation, and Monitoring and Evaluation, of PROGRESAR, ENSEÑAR, APRENDER, and ASISTIRÉ (the Project)

The Project consists of the following parts:

1. Strengthen PROGRESAR through activities to improve its information management system, support scholarship beneficiaries in their education trajectories with tailored interventions for the most vulnerable, and evaluate results, including but not limited to:
 - (a) improving the information and management systems to enhance the application process, and to monitor eligibility requirements, and the certification of regular attendance of students in Basic Education receiving support from PROGRESAR;
 - (b) introducing a national helpdesk to support students and institutions in the application process;
 - (c) carrying out studies to estimate PROGRESAR scholarships' coverage and develop a prioritization strategy to select beneficiaries;
 - (d) designing and implementing interventions to close information gaps;
 - (e) carrying out a diagnosis of the main non-financial barriers that students face to progress in their studies and graduate;
 - (f) developing tools for students to close critical cognitive and non-cognitive skills gaps through evidence-based interventions; and
 - (g) piloting a mentoring program, jointly with NEXOS.
2. Support the SEE, including institutional strengthening of the evaluating units of Participating Provinces that are responsible for local implementation, through technical assistance for, *inter alia*, the following activities:
 - (a) implementing APRENDER by SEE and Participating Provinces;
 - (b) adding new modules to APRENDER to measure, *inter alia*, socio-emotional skills and household and family-related variables;
 - (c) conducting studies to analyze APRENDER data;
 - (d) developing tools to assess teaching practices, including tools for self-evaluation and improvement, and the adaptation and piloting of the TEACH Tool for class observation; and

- (e) design of instruments for self and external evaluation of teaching training institutes.
3. Strengthen the expansion and implementation of ASISTIRÉ, through, *inter alia*:
 - (a) scaling up ASISTIRÉ in selected vulnerable schools nationwide by: (i) strengthening the capacity of the national and provincial based teams, including hiring and training key staff; and (ii) acquiring key inputs for ASISTIRÉ's implementation, such as tablets with connectivity; and
 - (b) Revamping ASISTIRÉ by: (i) improving accuracy of early warning systems; (ii) strengthening the delivery and evidence-based content of ASISTIRÉ interventions; (iii) strengthening the institutional capacity of stakeholders and SEE staff; (iv) reinforcing the channels for family-school communication; and supporting impact and process evaluations.
 4. Strengthen the institutional capacity of MECCyT to manage, administer, and supervise the implementation of the Operation, including, but not limited to, support on: (a) monitoring and evaluation; (b) development of a beneficiary feedback mechanism; and (c) the carrying out of independent audits for the Operation; and (d) carrying out DLR compliance verification.

SCHEDULE 2

Operation Execution

Section I. Implementation Arrangements

A. Operation Institutions

1. The Borrower shall carry out the Operation through MH and MECCyT (including SGE, SEE and DNB), with the following distribution of roles and responsibilities, as further detailed in the Operational Manual:
 - (a) MH, through DPPEESA, shall have overall implementation oversight of the Operation and shall take any actions related to withdrawals pursuant to Section 2.02 of this Agreement;
 - (b) DNB shall be responsible for activities under PROGRESAR, and for the coordination of the Operation, for fiduciary aspects, technical and operational decision-making, and for monitoring and evaluation;
 - (c) SEE shall be responsible for student and teacher evaluations, including activities under APRENDER and ENSEÑAR; and
 - (d) SGE shall be responsible for activities under ASISTIRÉ.

B. Operational Manual

1. Without limitation to the provisions of Article V of the General Conditions, the Borrower, through MH and MECCyT, shall carry out, and cause the Operation to be carried out, in accordance with the Operational Manual, which shall include, *inter alia*: (a) the Program Action Plan; (b) the Fiduciary, Environmental and Social Systems for the Program; (c) the Targets and Verification Protocols for DLIs and DLRs and the Results Monitoring Framework; (d) the functions, responsibilities and composition of implementation teams in MH, MECCyT, DPPEESA, SGE, SEE, and DNB, in charge of Program implementation, including their obligation to comply with the Anti-Corruption Guidelines and follow-up on any related allegation; (e) a detailed description of Project activities and institutional arrangements for the Project; (f) the Project administrative, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto), procurement and disbursement procedures; (g) the monitoring indicators for the Project; (h) the grievance mechanisms; (i) the institutional and administrative arrangements established to ensure inter-institutional coordination; (j) the functions, responsibilities and composition of implementation teams in MECCyT, DPPEESA, SGE, SEE, DNB, and Participating Provinces in charge of Project implementation, including their obligation to comply with the ESCP; and (k) the criteria for selection of Participating Provinces; and (l) a model form of the Participation Agreement.

2. Except as the Bank may otherwise agree in writing, the Borrower, through MH and MECCyT shall not abrogate, amend, suspend, waive or otherwise fail to enforce the Operational Manual or any provision thereof.
3. In case of any conflict between the terms of the Operational Manual and this Agreement, the provisions of this Agreement shall prevail.

C. DLR Verification Arrangements

1. The Borrower, through MECCyT, shall appoint a verification agent for the Program that is acceptable to the Bank, in accordance with the terms of reference acceptable to the Bank.
2. The Borrower, through MECCyT, shall ensure that the verification agent referred to in the preceding paragraph shall: (a) verify the data and other evidence supporting the achievement(s) of one or more DLRs and recommend corresponding payments to be made, as applicable, in accordance with the Verification Protocol agreed with the Bank; and (b) submit to the MECCyT and MH the corresponding verification reports in a timely manner and in form and substance satisfactory to the Bank.

D. Program Action Plan

The Borrower, through MECCyT and MH, shall:

1. undertake the actions set forth in the Program Action Plan in a manner satisfactory to the Bank;
2. except as the Bank and the Borrower shall otherwise agree in writing, not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the Program Action Plan, or any provision thereof; and
3. maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Bank, the implementation of the Program Action Plan.

E. Environmental and Social Standards for the Project

1. The Borrower, through MECCyT, shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower, through MECCyT, shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower, through MECCyT, shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;

- (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
- (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Borrower has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Borrower, through MECCyT, shall:
 - (a) take all measures necessary on its part to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) promptly notify the Bank of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, explosions, spills, and any workplace accidents that result in death, serious or multiple injury, pollution, or any violent labor unrest or dispute between the Borrower or security forces (assigned to protect the Project) and local communities, any case of gender-based violence and violence against minors, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.
4. The Borrower, through MECCyT, shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.
5. Without limitation upon paragraphs 1 and 2 above, the Borrower, through MECCyT, shall ensure that terms of reference for studies, capacity building and any other technical assistance provided under the Project are prepared in a manner satisfactory to the Bank and duly incorporate and take into consideration the requirements of the Environmental and Social Standards.

F. Participation Agreements

1. For the purposes of carrying out activities under Parts 2.2 and 2.3 of the Project, the Borrower, through MECCYT shall:
 - (a) prior to carrying out any activities under the Project with each Participating Province, enter into an agreement (the Participation Agreement) with each such Participating Province, setting forth, as applicable, in accordance with the Operational Manual: (i) the technical, financial, administrative, environmental, social, and fiduciary aspects of the Project; (ii) the rights and obligations of MECCYT and Participating Provinces in relation to their respective participation in the implementation of Project activities; and (iii) the use of Loan funds under Part 2.2 of the Project and its reporting, all under terms and conditions acceptable to the Bank;
 - (b) cause each Participating Province to take all necessary and applicable actions to enable the Borrower to comply with its pertinent obligations as set forth under this Agreement, including those set forth or referred to in the General Conditions for the Project, the Operational Manual, the ESCP, and the Anti-Corruption Guidelines, in respect to the carrying out of the Project, as it may apply to the Participating Province; and
 - (c) (i) exercise its rights and carry out its obligations under each Participation Agreement in such a manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; and (ii) except as the Bank may otherwise agree, not assign, amend, abrogate, repeal, terminate, waive or fail to enforce any Participation Agreement or any provision thereof.
2. In case of any conflict among the provisions of any Participation Agreement, those of the Operational Manual, and those of this Agreement, the provisions of this Agreement shall prevail.

Section II. Excluded Activities

The Borrower shall ensure that the Program excludes any activities which:

- A. in the opinion of the Bank, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works; (2) goods, estimated to cost seventy-five million Dollars (\$75,000,000) equivalent or more per contract; (3) non-consulting services, estimated to cost seventy-five million Dollars (\$75,000,000) equivalent or more per contract; or (4) consulting services, estimated to cost thirty million Dollars (\$30,000,000) equivalent or more per contract.

Section III. Monitoring Reporting and Evaluation

The Borrower, through MH shall furnish to the Bank each Project Report and Program Report not later than forty-five days after the end of each calendar semester, covering the calendar semester.

Section IV. Withdrawal of Loan Proceeds

A. General.

1. Without limitation upon the provisions of Article II of the Program General Conditions and Article II of the Project General Conditions, and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to:
 - (a) with respect to the Program: (i) finance Program Expenditures (inclusive of Taxes, except for any taxes levied for financial transactions), on the basis of the results (“Disbursement Linked Results” or “DLRs”) achieved by the Borrower, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”) in the amounts allocated against Categories (1) through (8); (ii) pay the Front-end-Fee; and (iii) pay each Interest Rate Cap or Interest Rate Collar premium; all as set forth in the table in paragraph 2 of this Part A; and
 - (b) with respect to the Project: (i) finance Eligible Expenditures; (ii) pay the Front-end Fee; and (iii) pay each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the table in paragraph 2 of this Part A.
2. The following table specifies each category of withdrawal of the proceeds of the Loan and allocated amounts for each such Category, including, as applicable: (a) the Disbursement Linked Indicators under the Program financed under Categories (1) through (8); and (b) the Eligible Expenditures under the Project financed under Category (9), as well as the financing percentage thereof. Notwithstanding the foregoing, for purposes of Categories (1) through (8) of the table below, the actual amount authorized for disbursement against each Disbursement Linked Result corresponding to a Disbursement Linked Indicator are set forth in the Disbursement and Financial Information Letter.

Category (including Disbursement Linked Indicator, as applicable)	Amount of the Loan Allocated to DLRs (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes, except for any taxes levied for financial transactions)
(1) DLI #1: Percentage of Higher Education scholarship candidates whose academic information has been provided by their academic institution	100,000,000	N/A
(2) DLI#2: Percentage of Higher Education scholars that have renewed their scholarship	80,000,000	N/A

(3) DLI#3: Percentage of first-year Higher Education scholars enrolled in Strategic Careers	40,000,000	N/A
(4) DLI#4: Tools to diagnose and overcome non-financial barriers to education progression and completion designed and implemented	60,000,000	N/A
(5) DLI#5: Academic certification system for Basic Education scholars implemented	10,000,000	N/A
(6) DLI#6: Percentage of Basic Education students assessed through the APRENDER evaluation in the Participating Provinces with Lowest Coverage	4,500,000	N/A
(7) DLI#7: Percentage of school principals using the APRENDER Summary Report to enhance pedagogical practices	3,000,000	N/A
(8) DLI#8: Diagnostic evaluation system for teacher training institutes implemented	2,500,000	N/A
(9) Goods, non-consulting services, consulting services, Training and Operating Costs for the Project	40,147,500	100%
(10) Front-end Fee	852,500	Amount payable pursuant to Section 2.03 of this Agreement in accordance with: (i) Section 2.05 (b) of the Program General Conditions; and (ii) Section 2.07 (b) of the Project General Conditions

(11) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to: (i) Section 4.05 (c) of the Program General Conditions; and (ii) Section 4.05 (c) of the Project General Conditions
TOTAL	341,000,000	

B. Withdrawal Conditions for the Program

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for purposes of Section 2.03 of the Program General Conditions, for DLR achieved prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$70,000,000 may be made for such DLRs, as further described and detailed in the Disbursement and Financial Information Letter, achieved prior to this date but on or after October 1, 2019 (but in no case more than one year prior to the Signature Date);
 - (b) for any DLR (as further described and detailed in the Disbursement and Financial Information Letter) under Categories (1) to (8) until and unless the Borrower has furnished evidence satisfactory to the Bank that said DLR has been achieved, as further detailed in the Verification Protocols;
 - (c) under Categories (1), (2), (3), (6), and (7), until after the date specified in the Disbursement and Financial Information letter for the respective DLR under each DLI.
2. Notwithstanding the provisions of Part B.1 of this Section, if any of the DLRs under Categories (1) to (8), except for Non-Scalable DLRs, as further described and detailed in the Disbursement and Financial Information Letter, has not been achieved by the date by which the said DLR is set to be achieved (as per the Disbursement and Financial Information Letter), the Bank may, by notice to the Borrower: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Loan then allocated to said Category which, in the opinion of the Bank, corresponds to the extent of achievement of said DLRs (Scalable DLRs), said lesser amount to be calculated in accordance with the formula set forth in the Operational Manual; (b) reallocate all or a portion of the proceeds of the Loan then allocated to said DLRs to any other DLR within the same DLI; and/or (c) cancel all or a portion of the proceeds of the Loan then allocated to said DLR.

C. Withdrawal Conditions for the Project

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments under the Project made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$5,000,000 may be made for payments made prior to this date but on or after November 8, 2018 (but in no case more than one year prior to the Signature Date), for Eligible Expenditures under Category (9).

D. Operation Withdrawal Period

1. The Closing Date is June 30, 2023.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

Level Principal Repayments

Principal Payment Date	Installment Share
On each April 15 and October 15 Beginning October 15, 2026 through April 15, 2051	2%

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means: (a) for purposes of paragraph 5 of the Appendix to the General Conditions for the Program, the Bank’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing”, dated February 1, 2012, and revised July 10, 2015; and (b) for purposes of paragraph 5 of the Appendix to the General Conditions for the Project, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “APRENDER” means the Borrower’s national program to improve student evaluations, which administers a national standardized student test in the last years of Primary Education (6th and 7th grade), and Secondary Education (5th and 6th grade), established and operating pursuant to the APRENDER Legal Framework, as further described in <https://www.argentina.gob.ar/educacion/aprender>, or any successor thereto acceptable to the Bank.
3. “APRENDER Legal Framework” means the following resolutions issued by the Borrower’s Federal Education Council: (a) Resolution CFE No. 285/16 (*Plan Estratégico Nacional 2016-2021 –Argentina Enseña y Aprende--*) dated August 23, 2016; and (b) Resolution CFE 280/16, dated May 18, 2016.
4. “APRENDER Summary Report” means, for purposes of DLI#7 the report made available to each school principal after the application of a standardized student assessment in his/her school, containing the results of the assessment for said school.
5. “ASISTIRE” means the Borrower’s program at the provincial level to provide comprehensive support to prevent school dropout, consisting of an early warning system to identify at risk students and interventions to prevent school dropout at the Secondary education level, established and operating pursuant to the ASISTIRE Legal Framework, or any successor thereto acceptable to the Bank.
6. “ASISTIRE Legal Framework” means: (a) the National Education Law; (b) the Borrower’s National Law for the Integral Protection of the Rights of Children and Adolescents (Law No. 26,061 dated September 28, 2005; (c) Law No. 13,688 dated June 27, 2007 of the Borrower’s Province of Buenos Aires; (d) Law No. 13,298 dated December 29, 2004 of the Borrower’s Province of Buenos Aires; (e) Declaration of Purmamarca issued by the Borrower’s Federal Education Council on February 12, 2016; (f) Ministerial Resolution 93/09 issued by the Borrower’s Federal Education Council on December 17, 2009; (g) the Borrower’s National Education Strategic Plan 2016-2021 “*Argentina Enseña y Aprende*”; (h) Declaration of Buenos Aires (*Educación 2030*), signed during the Regional Meeting of the Ministers of Education of Latin America and the Caribbean on January 24-25, 2017; (i) General Regulations for Education Institutes of the Province of Buenos Aires (Provincial Decree 2299/11 dated November 22, 2011); (j) Resolution No. 143/17 of the Inclusion Table, dated May 11, 2017; (k) Resolution No. 736/12 regarding Absenteeism

dated May 21, 2012; and (l) Resolution No. 587/11 regarding the Academic Regime dated March 22, 2011.

7. “Basic Education” means Primary Education and Secondary Education.
8. “Basic and Higher Education” Basic Education and Higher Education.
9. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
10. “Disbursement Linked Indicator” or “DLI” means, in respect of Categories (1) through (8), the indicator related to each Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
11. “Disbursement Linked Result” or “DLR” means, in respect of Categories (1) through (8), the result under said Category, as set forth in the Disbursement and Financial Information Letter on the basis of the achievement of which, the amount of the Loan allocated to said result may be withdrawn, in accordance with the provisions of said Disbursement and Financial Information Letter.
12. “DNB” means *Dirección Nacional de Becas Educativas*, the Borrower’s National Directorate for Educational Scholarships under SGE, or any successor thereto acceptable to the Bank.
13. “DPPEESA” means *Dirección de Programas y Proyectos Especiales con Enfoque Sectorial Amplio*, the Borrower’s Directorate for Special Programs and Projects with Wide Sectoral Scope, or any successor thereto acceptable to the Bank.
14. “ENSEÑAR” means the Borrower’s national program to improve teacher evaluations, which administers a national standardized test for soon-to-be graduates of the teacher training institutes, and self-evaluation institutional assessments of teacher training institutes, created pursuant to the ENSEÑAR Legal Framework, as further described in <https://www.argentina.gob.ar/educacion/enseñar>, or any successor thereto acceptable to the Bank.
15. “ENSEÑAR Legal Framework” means the following resolutions issued by the Borrower’s Federal Education Council: (a) Resolution CFE No. 285/16 (*Plan Estratégico Nacional 2016-2021 –Argentina Enseña y Aprende--*) dated August 23, 2016; and (b) Resolution CFE 324/17, dated August 2, 2017.
16. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Borrower’s environmental and social commitment plan, acceptable to the Bank, dated May 31, 2019, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank , and such term includes any annexes or schedules to such plan.

17. “Environmental and Social Standards” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank at <http://www.worldbank.org/en/projects-operations/environmental-and-social-framework>.
18. “General Conditions” means the General Conditions for the Program and the General Conditions for the Project.
19. “General Conditions for the Program” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Program-for-Results Financing”, dated December 14, 2018.
20. “General Conditions for the Project” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018.
21. “Higher Education” means: (i) institutes for teacher training (*Institutos de Formación Docente*); (ii) professional institutions; and (iii) universities.
22. “MECCyT” means *Ministerio de Educación, Cultura, Ciencia y Tecnología*, the Borrower’s Ministry of Education, Culture, Science and Technology, or any successor thereto acceptable to the Bank.
23. “MH” means *Ministerio de Hacienda*, the Borrower’s Ministry of Treasury, or any successor thereto acceptable to the Bank.
24. “National Education Law” means the Borrower’s Law No. 26.206 -*Ley de Educación Nacional*-, dated December 14, 2006, as amended to the date of this Agreement.
25. “NEXOS” means the Borrower’s national program to improve transition between Secondary Education and Higher Education, by supporting vulnerable students through information, remedial education, mentoring, among others, as further described in <https://www.argentina.gob.ar/educacion/universidades/programa-nexos>, or any successor thereto acceptable to the Bank.

26. “Non-Scalable DLRs” means the DLRs that cannot be achieved partially and which require full attainment to trigger a disbursement, as further detailed in the Disbursement and Financial Information Letter.
27. “Operating Costs” means the reasonable incremental operational costs related to technical and administrative management, preparation, monitoring and supervision required under the Project, including, *inter alia*, office supplies, travel costs (including accommodations, transportation costs, and *per diem*), printing services, communication costs, utilities, maintenance of office equipment and facilities, vehicle operation and maintenance costs, and logistics services.
28. “Operation” means collectively, the Program and the Project.
29. “Operational Manual” means the manual dated May 31, 2019, in form and substance satisfactory to the Bank, as approved by the Borrower, and referred to in Section I.B of Schedule 2 to this Agreement, as said manual may be amended from time to time with the prior and written agreement of the Bank.
30. “Participation Agreement” means any of the Agreements referred to in Section I.F of Schedule 2 to this Agreement.
31. “Participating Province” means any political subdivision of the Borrower as per Title Two of the Borrower’s National Constitution, which meets the criteria set forth in the Operational Manual to participate under the Project, and the term “Participating Provinces” means all of said political subdivisions.
32. “Participating Provinces with Lowest Coverage” means, for purposes of DLI#6, the Participating Provinces in the lowest quartile of student participation rates nationwide, in the preceding evaluations for the corresponding level, as further described in the Operational Manual.
33. “Primary Education” means the Borrower’s *Educación Primaria* provided to children of 6-year old and above up to grade 6 or 7 (as the case may be, pursuant to the provincial education legislation, in the Borrower’s territory), pursuant to the National Education Law.
34. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
35. “Program Action Plan” means the Borrower’s plan, in form and substance satisfactory to the Bank and referred to in Section I.D of Schedule 2 to this Agreement, and attached to the Operational Manual, as said plan may be amended from time to time with the prior and written agreement of the Bank.
36. “Program Fiduciary, Environmental, and Social Systems” means the Borrower’s systems for the Program referred to in Section I.B.1 (b) of Schedule 2 to this Agreement, and attached to the Operational Manual, as said systems may be amended from time to time with the prior and written agreement of the Bank.

37. “PROGRESAR” means *Programa de Respaldo a Estudiantes Argentinos*, the Borrower’s national program to provide financial support to students from the poorest socio-economic households to complete Basic Education, and to access and complete Higher Education, established and operating pursuant to the PROGRESAR Legal Framework, as further described in <https://www.argentina.gob.ar/becasprogresar>, or any successor thereto acceptable to the Bank.
38. “PROGRESAR Legal Framework” means: (a) the Borrower’s National Education Law; (b) the Borrower’s Decree No. 84/2014, dated January 23, 2014, as amended by Decree No. 90/2018, dated January 30, 2018; and (c) the following MECCyT Resolutions: (i) No. 2534/2018, dated August 27, 2018; (ii) No. E 19/2018, dated February 1, 2018; (iii) No. E 20/2018, dated February 1, 2018; (iv) No. 65/2018, dated March 6, 2018; (v) No. 76/2018, dated March 19, 2018.
39. “Results Monitoring Framework” means the Borrower’s monitoring framework including the performance indicators for the Program and attached to the Operational Manual, as said indicators may be amended from time to time with the prior and written agreement of the Bank.
40. “Scalable DLRs” means the DLRs that can be achieved partially and which do not require full attainment to trigger a disbursement, as further detailed in the Disbursement and Financial Information Letter.
41. “Secondary Education” means the Borrower’s *Educación Secundaria* provided to youth having completed Primary Education, pursuant to the National Education Law.
42. “SEE” means *Secretaría de Evaluación Educativa*, the Borrower’s Secretariat of Education Evaluation under MECCyT, or any successor thereto acceptable to the Bank.
43. “SGE” means *Secretaría de Gestión Educativa*, the Borrower’s Secretariat for Educational Management under MECCyT, or any successor thereto acceptable to the Bank.
44. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
45. “Strategic Careers” means, for purposes of DLI#3, the careers agreed with the Bank and specified in the Operational Manual.
46. “Targets and Protocols for DLIs and DLRs” means the milestones/values to be achieved under each DLI and DLR, including scalability criteria and detailed protocols to assess compliance of said DLIs and DLRs, in form and substance satisfactory to the Bank and attached to the Operational Manual, as said targets and protocols may be amended from time to time with the prior and written agreement of the Bank.
47. “Teach Tool” means an open source classroom observation tool, as further described in <http://saber.worldbank.org/index.cfm?indx=5&sub=7#aboutTeach>.

48. “Training” means expenditures (other than those for consulting services) incurred in connection with the carrying out of training, seminars, and workshops, including the reasonable travel costs (e.g., accommodations, transportation costs, and per diem) of trainees and trainers (if applicable), catering, rental of training facilities and equipment, logistics and printing services, as well as training materials under the Project.
49. “Verification Protocols” means the protocol agreed by the Bank and the Borrower to verify the data and other evidence supporting the achievement of one or more DLIs and DLRs as specified in the Operational Manual. Such protocols may be modified from time to time with the agreement of the Bank.